

Name of works: SERVICE CONTRACT FOR EDDY CURRENT TESTING OF INCOLOY U-TUBES FOR BHEL-TRICHY AT TUBE CLEANING FACILITY AT KANCHIPURAM.

Enquiry No: BHEL-TRY/ WCM/9472000052 / 13.07.2020

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-TRY/ WCM/9472000052 / 13.07.2020
2.	Name of works	SERVICE CONTRACT FOR EDDY CURRENT TESTING OF INCOLOY U-TUBES FOR BHEL-TRICHY AT TUBE CLEANING FACILITY AT KANCHIPURAM.
3.	Tender Type	Single Tender
4.	Name of the Vendor	M/s VIBRANT NDT SERVICES, CHENNAI
5.	Address of vendor	MODULE #107&111, SIDCO AIEMA TOWER, 1 ST MAIN ROAD, AMBATTUR INDUSTRIAL ESTATE, CHENNAI-600058
6.	Location of work	KANCHIPURAM
7.	Period of contract	Two months from the date of award of contract.
8.	Earnest Money Deposit	₹ 1,920/-
9.	Tender Document details	Part-I (Techno Commercial Bid) Annex-I: Bill of quantity, Scope of Work and Terms & Conditions - 10 Pages. Part-II (Price Bid) Annex-II (Price bid) - 01 Page.
10.	Address for Sending Tender document.	To be submitted electronically by logging to e-procurement portal https://bhel.abcpocure.com
11.	Contact person for queries related to tender.	Shri Satya Prakash, Dy. Manager/WCM, BHEL-Trichy Land line: 0431 257 5242; e-mail: satyaprakash@bhel.in Shri Balamurugan M, Manager/ WCM, BHEL-Trichy Land line: 0431 257 6757; e-mail: mbn@bhel.in
12.	Contact person for queries related to scope of work and execution of contract.	Shri SETHUPATHY B K, Manager / NDTL, BHEL-Trichy Landline: 0431 257 5996 e-mail : bksethupathy@bhel.in
12.	Due date for submission of Tender	23.07.2020/ 14:30 Hrs.
13.	Date of Tender Opening	23.07.2020/ 14:45 Hrs. (Offer may be opened as and when received with prior intimation if offer received before due date.)

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INSTRUCTIONS TO THE TENDERER

- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli - 620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

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PART-I (TECHNO COMMERCIAL BID)

BILL OF QUANTITY, SCOPE OF WORK AND TERMS & CONDITIONS

A. BILL OF QUANTITY

Sl. No.	Description & Scope of Work	UOM	Approx. Qty.
1	SERVICE CONTRACT FOR EDDY CURRENT TESTING OF INCOLOY U-TUBES FOR BHEL-TRICHY AT TUBE CLEANING FACILITY AT KANCHIPURAM.	No.	200

B. SCOPE OF WORK:

Eddy Current Testing of Incoloy U tubes at Arudra Tube Cleaning facility at Kanchipuram

SCOPE OF WORK - REQUIREMENTS:

1. General: Eddy Current Testing (ECT) is to be done on Incoloy # 800 #U#- tubes meant for 700 MW Steam Generator. Basically, deliverables from contractor shall consist of not only the execution of the test, but also other related activities such as level II & Level III involvement, ECT procedure preparation and obtaining approval from NPCIL, report preparation and obtaining NPCIL clearance, etc. in order to meet the NPCIL specifications- PP-P-1963 Rev 02. BHEL, will only act as a mediator for coordination between the contractor and NPCIL, and will not be part of the technical activities.
2. References: As the ultimate customers are NPCIL, the enclosed specification PP-P-1963 Revision 02, dated January 2013 and titled as #Procedure for Eddy Current Testing of Steam Generators# issued by NPCIL shall be followed for this proposed work of eddy current testing of U tubes. The generation of working procedural document and technique sheets, if any in line with PP-P-1963 and further obtaining their due approval from NPCIL shall be undertaken by the contractor after the receipt of order and this activity shall be completed much ahead of the stage of commencement of physical work execution. If there are any periodic changes and revisions made to PP-P-1963 by NPCIL during the contract execution period, such changes shall be accommodated by the contractor without any price or time implication and all the relevant contractor made procedures and technique sheets shall undergo applicable revisions immediately. Contractor's ECT-Level III shall perform all the works related to generation of working procedures and technique sheets and obtaining approval from NPCIL.
3. Dimensions: Each tube has an OD 19+0.12/-0.03mm, thickness 1.1mm+/-10%, and approximate developed length of 25000 mm (on an average), including the straight as well as curved/ bend portions. The eddy current testing shall be carried out in the loose U tubes. The probe dia. for bent and straight portion of U Tubes shall be selected for achieving a fill factor of about 80%. For bent region, flexible probes shall be used, Probes used shall produce reliable signal responses for real and simulated flaws on OD side, ID side and for the full thickness of the tube in its full length including bend portion.
4. Testing conditions: The tubes will be in horizontal position during the test for inserting (entering or pushing) and withdrawing or pulling of bobbin type probes and connectors.
5. Engagement of Qualified personnel and Customer approval: This work shall be done in accordance with the requirements of NPCIL specification and approved procedure. This ECT test will be 100% witnessed by NPCIL and BHEL officials and will be treated complete, only when NPCIL, Mumbai and BHEL approves the test results and sign of all reports and the relevant stages of operations in the operation process sheet. The presence of ECT Level III of contractor is mandatory for customer dealing and work supervision of Level II persons engaged in physical testing along with obtaining stages and reports signed off by NPCIL customer. Vendor shall engage a well experienced ASNT ECT Level-III personnel (preferably with vast practical experience and it would be even more advantageous if Level-II had experience in handling NPCIL projects), who will be responsible for preparation and customer approval of procedure, witnessing the test and convincing the customer inspector whenever necessary, preparation of the reports and customer clearance of the same.
6. Caution against spurious signals: It is emphasized that there is a possibility of spurious signals, Contractor has to take care of this suitably with the help of suitable signal filtering systems of the equipment.

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7. Calibration Specimens: It is hereby informed that, NPCIL is likely to ask for a separate calibration for the bend regions and straight regions. In that case, the contractor shall do the same. However, required bend portion of the tubes and straight portion of the raw material tubes will be issued by BHEL and contractor has to make his own arrangements and facilities for converting the BHEL supplied raw material tubes into required calibration specimens with required notches / holes as per code / NPCIL specification. On this, if any clarification is to be sought by the contractor, the same has to be directly taken up with NPCIL customer. Contractor shall submit the correct dimensional report (from NABL approved laboratory, with traceability) for the reference reflectors produced in the raw material. Also, reference tube shall be made for differential as well as absolute method.

8. Scanning Speed: As it is a major requirement of NPCIL specification that the scanning speed shall be ensured to be constant, the contractor shall employ a mechanical scanning system (eg: puller-pusher automatic type) for ECT probes. Alternately, if it is acceptable to NPCIL, manual scanning is also permitted subject to maintaining the scanning speed at reasonably uniform level by engaging well experienced crew for scanning.

9. Working Time: The contractor shall operate work as per BHEL/NPCIL inspector availability, so that the entire work, including the report clearance gets completed within a maximum time of 3-4 days including clearance of the report from NPCIL Mumbai. Based on the situational requirement of BHEL Trichy, vendor should be ready to work on Sundays, holidays etc.

10. Tubes has to be scanned in phases as and when required for a minimum period of 3 days to maximum 5 days. This includes closing of reports, clearance from customer.

The contractor shall operate ECT works at following location:

M/s. Arudra Engineering Private Ltd. (AEPL),

No. 121/1C, 1A-32E & 32U,

Kunnavakkam village,

Uthiramerur Taluk,

Kanchipuram district, Tamil Nadu, India

11. The full tube scanning coverage means covering of full developed length of tube which includes two straights and one U bend part in each of the tube. This shall be done by scanning from one end up to crossing the bend and scanning from other end for other straight portion.

ECT SYSTEM:

1. Vendor shall execute this work with their own ECT equipment, probes, cables and other accessories, and confirm that this complete system meets the requirements of NPCIL procedure.
2. It is anticipated that there could be spurious indications due to the ID / OD surface of the tubes, The ECT system shall be able to correctly interpret these signals, to the satisfaction of NPCIL.
3. Enough number of spare probes shall be available for sudden breakdown of working probes. No work shall be stopped for the want of probes during ECT and this will be viewed seriously. Based on previous experience, minimum of 2 probes for straight portion and 2 probes for bent portion shall be maintained.

EXPECTED PART OF CONTRACTOR WORK ACTIVITIES AS A MINIMUM:

1. Preparation and approval from M/s NPCIL of the procedures. Level III of contractor has to involve in this. Technical specification of NPCIL will be shared by BHEL for this.
2. Arrangement of probes, cables, equipment, mechanical or manual scanning system etc. based on NPCIL requirement. Reference blocks / specimen's preparation and their validation / verification through third party reports. For this as per the needs of the contractor, straight or bent tube sample Raw material tubes will be given by BHEL.
3. Execution of the work using ECT Level II qualified personnel of contractor including report preparation and obtaining clearance from M/s NPCIL (after witnessing and supervision of testing due signing of reports by Level III of contractor). Boarding, lodging, mobilization from outside places and local conveyance for contract personnel have to be suitably planned.
4. ECT carried out shall be capable to provide location of discontinuities, orientation of the discontinuities at each location, longitudinal length of the discontinuities from the tube end, depth of the discontinuities, severity of the discontinuities and characterizations of the discontinuities, etc as desired and stipulated by NPCIL. All the requirements spelt out in the NPCIL specification / procedure regarding discontinuities and

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their detection / characterization shall be finally binding on the part of the contractor. For each and every tube for their full developed length, detailed report on Eddy Current Testing data shall be provided.

5. Testing shall be monitored by Level III of the contractor mandatorily.

6. Testing including closing of reports, clearance from customer shall be completed within 2-3 days.

7. Preparation of documents and obtaining NPCIL approval, Mobilization and demobilization of systems, Equipment, consumables, man power and all the resources required, ensuring availability of adequate man power and arranging for their boarding, lodging and local conveyance, execution of the work and final submission of data and reports after NPCIL acceptance are in the scope of the contractor.

SPECIFIC TECHNICAL POINTS TO BE TAKEN CARE BY CONTRACTORS:

1. It is preferred to have few numbers of slightly lower diameter probes also in addition to normal probes in order to take care of #probe stuck# if any observed with normal probes.

2. The probes shall be of rugged ones and their durability shall be very high without wear / tear / damage. Also, they shall be flexible enough to enter into minimum radius bend in a smooth manner without undergoing damage. As damage could be a possibility, the contractor is expected to keep sufficient number of spare probes as replacements.

3. Re-scanning due to some dusting or presence of dirt within the tubes resulting in unwanted signals. In such occasions, cleaning (performed by BHEL and contractor) of tubes# inner volume would remove / eliminate such spurious signals and such cleaned tubes will be warranting testing again. This rescanning is to be considered as part of normal testing and exclusive charging by contractor for this rescanning is not permitted.

4. As already mentioned elsewhere in this document, automatic scanning is preferred but it is not mandatory provided the scanning speed is maintained at a reasonably constant level (either by manual scanning or automatic scanning).

5. For data analysis and defect location and orientation identification along with its severity level fixing, the contractor shall use state of art software. This software should be compatible to NPCIL#s system for later reading of the contractor's data through NPCIL#s software / system without any data distortion as further in-service examinations will be planned periodically by NPCIL at shut downs using the NPCIL system.

6. After taking the order, out sourcing of part or full work to another vendor is not all permitted.

7. Eddy Current Testing equipment, probes and system shall meet the requirements of ASME Section V, Article 8 and PP-P-1963 (NPCIL#s specification).

8. If the supplier's software is directly not compatible to NPCIL#s software, it shall be the responsibility of contractor to arrange for a suitable intermediate facility to replay and analyze the bidder's system signals through the NPCIL#s system / software (at a later date).

Documentation: Necessary documentation such as preparation of procedures and their approvals from BHEL//NPCIL, preparation of test reports in line with NPCIL procedure and their submission/closure with BHEL/NPCIL, Submission of all strip charts immediately after the test (including ECT signatures form the equipment/raw scan files in DVD) shall be mandatorily adhered.

Contractor shall ensure the following:

1.Availability of valid Equipment Calibration Certificates

2.Availability of valid Reference Tube certificates

3.Availability of valid Probe Certificate

4.Availability of valid Level II/III Certificates

5.All observed signals shall be duly analysed & evaluated by level III

6.Mapping (length, location orientation etc.) of the indications shall be mentioned in the report

7.Report generation and it shall be signed by level III

8.ECT Signatures/Scan Data shall be submitted with properly indexed manner & tube identification including required set of calibration files (4-sets- in DVD with the report)

9.Maintaining the logbook for the daily/shift calibration confirmation for both technique i.e. absolute & differential.

10.In case of any ID signals or more than 35% of OD signal, depending upon the repeatability of signals- data acquisition shall be done twice or thrice.

Sl No.1 to 7 will form the part of Report.

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D. TERMS & CONDITIONS

1. CONTRACT PERIOD AND PLACE OF WORK:

- a) The work shall be carried out within a period of two months from the date of award of work.
- b) The work shall be carried out at Kanchipuram.

2. TIME /DELIVERY SCHEDULE FOR CONTRACT:

- 1) The date of requirement of ECT on tubes will be communicated to contractor in about 2 days in advance for making needed arrangements for mobilization.
- 2) Delay of more than 5 days in starting / completion of each phase of ECT on account of contractor shall be liable for penalty /LD.

3. PAYMENT TERMS:

1. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made **after 45 days** of submission of bill complete in all respect.
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
 - b. Any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance may be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

4. LIQUIDATED DAMAGE / PENALTY:

- a) Penalty @ 0.5 % of order value per week of delay in execution of work as per delivery schedule and scope of work mentioned in tender or part thereof subject to maximum of 10 % of total order value.
- b) In case of any amendments / revision, LD shall be linked to the amended / revised PO value

5. ADHERENCE TO BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

2. TERMINATION OF CONTRACT:

1. If the services provided by the agency are not to the full satisfaction of BHEL, the maintenance contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.

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2. In case of non-compliance with the contract, BHEL shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.

3. GENERAL TERMS AND CONDITIONS:

- a) Safety precautions have to be ensured by the Contractor Depending on the work nature. Necessary work permit system and personal protective equipment's (PPE) such as gloves, helmet, spectacle goggles, safety shoes, safety belt etc. as applicable to Mechanical works should be adhered while carrying out the work.
- b) All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
- c) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
- d) The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- e) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- f) Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- g) Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- h) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- i) BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
- j) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- k) The bill should be submitted within a week after execution of work.
- l) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- m) BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.

4. ARBITRATION & CONCILIATION: Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

5. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 8.

6. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. Invoices will be processed only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in Form GST ANX-1
- b) Receipt of Goods or Services and Tax invoice by BHEL

5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from

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the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

IMPORTANT NOTE FOR GOODS AND SERVICES TAX:

At the time of bill passing, the Contractor Shall submit the copy of the remitted GST challan of previous month/Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

7. Assignment of Transfer of Contract:

The Contractor shall not assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.

8. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

9. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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10. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) EMD is waived off based on submission of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-D of tender document) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. **MSE documents shall be notarized/ attested by gazetted officer.**

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i. After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii. If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii. The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.
- iv. "GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor"

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

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- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

11. Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.

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7. The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.

17. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

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Annexure – A

**PART-I (No Deviation Certificate)
(To be accepted in e-Procurement Portal)**

We M/s. do hereby declare that

We have read and clearly understood the contract details w.r.t Bill of quantity, Scope of Work and Terms and Conditions in Tender Schedule of “SERVICE CONTRACT FOR EDDY CURRENT TESTING OF INCOLOY U-TUBES FOR BHEL-TRICHY AT TUBE CLEANING FACILITY AT KANCHIPURAM.” Enquiry No: BHEL-TRY/ WCM/9472000052 / 13.07.2020 and accordingly we accept the same without any Deviation what so ever.

- 1. We unconditionally agree to all the tender conditions w.r.t Bill of quantity, Scope of Work and Terms and Conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and terms and conditions as per tender will be considered for the purpose of evaluation.*
- 2. We confirm that none of our group concern or affiliates etc., appears on the list of suspended or blacklisted / banned firms / companies by BHEL (list available on www.bhel.com) or any PSU/ Government organization nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- 3. We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

Your Faithfully

*Authorized signature
with seal and address*

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Annexure – B

Certificate by Chartered Accountant on letter head for MSE bidder/ CA

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) **No:** dtd:, Category:(Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722€ dated October 5, 2006 :
Rs.Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
Rs.Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs.Lacs for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

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Annexure -II

PART-I (PRICE BID)
(FOR REFERENCE ONLY)

Sl. No	DESSRIPTION	UOM	QTY	Unit Rate (₹/ UOM)	Total Value (₹)
1	SERVICE CONTRACT FOR EDDY CURRENT TESTING OF INCOLOY U-TUBES FOR BHEL-TRICHY AT TUBE CLEANINMG FACILITY AT KANCHIPURAM.	NO.	200	Vendor to quote the unit rate for one year in e-procurement portal.	This value shall be calculated automatically in e-procurement portal.
GST @ % (₹)					Vendor to quote the applicable GST % in e-procurement portal.
Total including GST (₹)					This value shall be calculated automatically in e-procurement portal.